



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry
County Judge

Ryan Dennard
Commissioner, Precinct 1

Kevin O'Brien
Commissioner, Precinct 2

Stephen Holmes
Commissioner, Precinct 3

Ken Clark
Commissioner, Precinct 4

SPECIAL MEETING-AGENDA

Calder Annex Location

174 Calder Road, League City, Texas

October 10, 2013 – 2:00 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Consent Agenda

- *1. Consideration of *approval of an Annual Maintenance Agreement with Control Screening for X-ray Equipment and Radiation Screening* submitted by Facilities.

Action Agenda

2. County Architect
 - a. Consideration of approving Change Order No. 01 to the agreement with C&C Demo, Inc. for additional demolition and asbestos abatement work on the Record Storage / Renovation and Hurricane Ike Repair.
 - b. Consideration of approving a variance to Purchase Order C103435 to JW Kelso Company, Inc. to provide the City of Galveston Demolition Permit on the Record Storage/Annex renovation and Hurricane Ike repair.
 - c. Consideration of approving a variance to Purchase Order C005342A to Micro Air of Texas, Inc. to complete the asbestos consulting, testing, and monitoring services for asbestos abatement on the Record Storage/Annex renovation and Hurricane Ike repair.
3. County Judge
 - a. Consideration of authorizing the County Judge to enter into contracts with the Volunteer Fire Departments in Galveston County to provide fire fighting

services to unincorporated areas in the county per section 352.001(c) of the Texas Local Government Code.

4. Emergency Management

- a. Consideration of approval of Court to accept a donation of a used school bus to be designated as an ambulance bus for use by the Office of Emergency Management.
- b. Consideration of approval of Court to accept donation of a bus insert.

Adjourn

WORKSHOP AGENDA

- 1 Workshop Discussion of Pelican Island Bridge.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10/2/13		2. Contract Type: Expense Revenue Other			3. Renewal Contract: <u>Yes / No</u>		
4. Department Name: Facilities				5. Department Contact: Charles Kenworthy			
6. Description: Annual Maintenance Agreement for vendor to provide services for X-Ray equipment and (1) radiation screening.							
7. IFAS PEID No: 708620		8. IFAS Req No:		9. Orgkey: 2951 2205 29500		10. Object Code: 5423000	
11. Vendor: Control Screening				12. Vendor Contract No: CM12021			
13. Requested Legal Review: Yes / <u>No</u> (Explain if No) Legal previously reviewed Maintenance Agreement							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
General	2205	\$18,000	\$18,800				
Continue		25,500					
Security							
22. Totals:		\$18,000	\$18,800	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/13		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/14		Contract # Issued By Purchasing: CM14002					

Approved By:	Signature	Date
Department Head:		10/2/2013
Purchasing Agent:		10-2-2013
County Legal:		
Contract listed in Budget Documentation: YES NO		
County Budget Office:		10/2/2013
Budget Available and Funds are/will be Available: YES NO		
County Auditor:		10/2/13

CONTROL SCREENING
2 GARDNER ROAD, FAIRFIELD, NEW JERSEY 07004
Tel: 973-276-6000;
Fax: 973-276-6166

ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:
Galveston County Justice Center
602 59th Street
Galveston, Texas 77550

ATTN: Debra Belany
PHONE: 409-766-2384

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC3920	051102P#1	10/01/13 – 09/30/14	PLATINUM	\$4200
AC5333P	050222P#1MESM	10/01/13 – 09/30/14	PLATINUM	\$5200
AC5333P	050223P#1MESM	10/01/13 – 09/30/14	PLATINUM	\$5200
AC4626	091009P#405MESM	10/01/13 – 09/30/14	PLATINUM	\$4200

TOTAL: \$18,800

THERE IS 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR,
TO BE SCHEDULED BY CUSTOMER.
PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE _____ POSITION _____ DATE _____

ACCEPTED BY CONTROL SCREENING _____ DATE: _____

CONTROL SCREENING,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE
AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS
LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.

AUTOCLEAR

SERVICE PLAN OPTIONS X-RAY SCANNERS

PLATINUM LEVEL USA ONLY

- Premier level of service
- Preferred Customer status on Emergency Service Calls
- Includes all Parts, Labor, Travel and Living Expenses
- TWO Preventive Maintenance checks with radiation survey. These are to be scheduled by the account at their convenience. Includes Cleaning, Adjustments, Tightening, and Calibrations
- Technical Support 800 number
- Unlimited visits by a technician for Emergency Technical Problems
- One Fixed Cost per Agreement for Maintenance and Emergency Technical repair

GOLD LEVEL USA ONLY

- Preventive Maintenance check
- Includes Labor and Parts
- Excludes Travel Costs, and Travel and Living Expenses for all Service calls

SILVER LEVEL USA ONLY

- Includes Labor
- Preventive Maintenance check
- Travel and travel related cost
- Excludes all Parts. All cost for Parts are charged at List Price to the customer upon installation

- **ALL PLANS ARE FOR TWELVE MONTH PERIODS**
- **PLATINUM PLAN INCLUDES TWO PREVENTIVE MAINTENANCE CHECK**
- **BASED ON SERVICE PERFORMANCE DURING REGULAR BUSINESS HOURS**

AUTOCLEAR MAINTENANCE AGREEMENT GENERAL TERMS AND CONDITIONS

- A. Equipment:** This Agreement covers only the Equipment described and does not include items that are not of AutoClear LLC (AC) manufacture unless otherwise specified.
- B. INSPECTION:** Each item of Equipment shall be inspected and tested each year as specified in the Plan selected. Repairs and adjustments will be made provided the need rises from normal usage and not from abuse, labor disputes, fire, water, explosions, or as a result of improper power or environmental conditions that are the responsibility of the Customer. This inspection shall consist of a complete check of the Equipment, alignment, and cleaning when considered necessary by an AC Service Engineer or Authorized Service Representative.
- C. CONDITIONS OF ACCEPTANCE:** AC will inspect and overhaul any Equipment that is not currently covered by either the Warranty or Annual Maintenance Agreement in order to determine that the Equipment is acceptable before enrollment. The inspection and overhaul will be at the Customer's location and will be chargeable at a Discounted Per Diem Rate plus the cost of any parts needed.
- D. REPAIR:** AC shall repair at no charge any Equipment that fails under normal usage that is repairable at Customer's location. Equipment that requires factory attention must be returned to the factory for repair at Customer's expense. All items being returned must have a Return Authorization Number that is received from the Service Department. This Agreement does not include repairs resulting from Operator Error, Damage caused by a third party, Acts of Nature, Union Disputes, etc.
- E. RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed by AC for delays by suppliers in providing material services, for acts of God, decrees or acts of government, strikes, delays in transportation, Unavailability of Replacement Parts, interruption of business of either party or other causes beyond AC's control and in any event AC shall not be liable for consequential loss or damage.
- F. COMPONENT EXCHANGES:** AC may, at its discretion, exchange or modify components. Only those components, which may have not been altered in such fashion as to destroy their intrinsic value, will be considered suitable for exchange or modification.
- G. EMERGENCY SERVICE:** In addition to the agreed inspection visit, Customer may call for visits at no additional charge during our Regular Business Hours in case of Emergency Technical Breakdowns. The term Emergency Technical Breakdown as used here shall not apply to normal replacement of expandable items. Every responsible effort will be made to give a 24-hour AutoClear response time to emergency calls during regular business hours.
- H. COVERAGE:** The Maintenance Agreement shall cover travel expenses, parts and services as specified in the Service Plan selected. See attached Service Plan Options.
- I. CUSTOMER FACILITIES:** Customer is to provide resources necessary to move or transport Equipment, including the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly.
- J. RENEWAL:** This Agreement may be renewed for additional successive yearly periods by mutual consent at prices effect at time of renewal.
- K. TERMINATION:** Either party may terminate this Agreement at any time on 30-Day Written Notice. Any refunds and additional charges shall be made on a Pro-Rata basis.
- L. PAYMENT TERMS:** Invoices will be issued approximately 30 days prior to the commencement of the Agreement. Payment is Net 30 Days from the date of the invoice. Special terms are available subject to an additional service charge. Standard U.S. Government payment terms for the period of the Agreement will be extended to all Federal Agencies. Credit Cards are accepted for payment.
- M. HOURS OF SERVICE:** All maintenance rates are based on providing service during our Regular Business hours, 8:30 to 5:00pm. Monday thru Friday excluding Holidays. Where service is required in addition to or outside of these hours, such service is chargeable at our Normal Hourly rate instead of our over-time hourly rate charged to Per Diem Customers. Service outside our normal working hours where a Service Engineer is called from their home has a Four Hour Minimum Charge.
- N. TRAVEL TIME:** Travel time will be that time spent traveling from the last location or from the local Service Office, whichever is the lesser distance under normal circumstances, and then return to same or any portion thereof, not chargeable to another Customer.
- O. GUARANTEE:** All Per Diem work performed and all material installed (excluding that material which has its own specific warranty), by AC is guaranteed for 30 days from completion date, for that work actually performed to be within manufacturer's specifications. Additional work required, regardless of time interval, will be charged accordingly.
- P. TAXES:** Customer shall pay all applicable taxes payable based on charges made or services furnished hereafter.

AGENDA ITEM #2.a.



Galveston County
722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project: **Records Storage Facility/Old Courthouse Annex Demolition**
Trade Contractor: **C and C Demo, Inc.**
Proposal Number: **B131020**
PO Number: **C309109**
Date: **September 27, 2013**

To: **C&C Demo, Inc.**
Attn: **Bob Covington**

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work:

1.	Change Directive No. 01 dated August 26, 2013	Cost.. \$129,000.00
2.	Reduce Trade contingency balance to \$0.....	<u>Cost.. (\$13,927.95)</u>
	Sub Total.....	\$115,072.05
3.	OH&P included in agreement	<u>\$0</u>
	Total	\$115,072.05

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\00 AP - Fees-Invoices-Expenses\Construction\C&C Demo\Change Order 01.docx

Notes:

This Change Order provides for the removal of Asbestos Containing Materials (ACM) that has been uncovered by continuing demolition activity on the project. These materials must be removed from the project site in accordance with industry standards and direction from Micro Air of Texas, Inc., the County's environmental consultant.

The attached spreadsheet list various areas where additional material was found and also list various areas where ACM have not been found and regular demolition activity may be sufficient to remove the material.

Original Contract Sum	\$292,381.95
Authorized Changes Prior to this Change Order	\$0.00
Contract Sum Prior to this Change Order	\$292,381.95
Contract Sum will be increased by this Change Order	\$115,072.05
Contract Sum	\$407,454.00


J. Dudley Anderson, County Architect
Galveston County
Architect

September 27, 2013
DATE

Bob Covington
C&C Demo
Trade Contractor



10-1-13
DATE

Lewis Coleman
J.W. Kelso Co., Inc.
Construction Manager Agent



10/1/13
DATE

Mark Henry, County Judge
Galveston County

DATE

County Architect



MEMO

Date September 27, 2013

Addressed to:

Mark Henry..... Galveston County Judge
Charles Kenworthy..... Director of Maintenance & Facilities
Lewis Coleman..... Construction Manager Agent

Project:

Hurricane Ike Repairs - Demolition Old North Jail/Record Storage Facility/Old
Courthouse Annex - 711 19th Street Galveston

Executive Summary:

We have additional demolition work on the Record Storage project. This work is the result of Asbestos Containing Materials (ACM) discovered as a result of continuing demolition activity on the project.

We issued a Construction Change Directive to perform the additional work to maintain the project schedule.

The estimated cost presented by the Contractor approached \$195,011.53. This office contested that cost and negotiated the final cost to \$129,000. This brings the demolition contract projected cost to \$407,454.

Most of the additional \$129,000 cost will be funded by FEMA PW 15079 with the County share of 10%. The exact split has not been determined.

Detail on following pages:

Items:

Quantities and estimates of cost from the 9/5/2013 Memo have grown but are now final. By agreement with C&C Demo the work will be completed within the agreed cost of an additional \$129,000. The following spreadsheet describes the quantity and estimate of cost for all added scope of work on the demolition project.

	Building	Location	ACM	Approx Qty.	unit cost	C&C Demo	Sub - extension	5% (sec 8.06)	total
1	Annex	1st Floor Mech Room	Black HVAC Duct Mastic	200 sf	\$3.00		\$600.00	\$30.00	\$630.00
2	Old Jail	2nd, 3rd, 4th Floor Perimeter Walls	Black waterproofing mastic on clay block in cavity	2450 cf			\$95,576.00	\$4,778.80	\$100,354.80
3	Old Jail	1st Floor Mech Room Near North Dock	Black waterproofing mastic on clay block in cavity	225 cf					\$0.00
4	Old Jail	4th Floor -Kitchen Freezer - Exterior Block	Black waterproofing mastic on clay block in cavity	248 cf					\$0.00
5	Old Jail	2nd, 3rd, 4th Floor Perimeter Windows	Window Glazing 188 units @8.6lf/unit	1617 lf	\$2.50		\$4,042.50	\$202.13	\$4,244.63
	Old Jail	2nd, 3rd, 4th Floor Perimeter Windows	Salvage value lost	3 ea	\$4,200.00	\$12,600.00			\$12,600.00
6	Old Jail	Roof Pipe Insulation	100 lf Fittings Only	-1400 lf	\$0.00		\$0.00		\$0.00
7	Old Jail	1st Floor South End	Black waterproofing mastic on clay brick wall south end of building 560 sf included in orig scope	0 sf					\$0.00
8	Annex	1st Floor Containment #2	above ceiling plaster wall & black iron overspray	442 sf	\$25.00		\$11,050.00	\$552.50	\$11,602.50
9	Annex	1st Floor Containment #2	Sprayed-on ceiling texture and scratch coat on concrete beam	661 sf	\$25.00		\$16,525.00	\$826.25	\$17,351.25
10	Annex	1st Floor Restrooms	Black mastic on HVAC duct	125 sf	\$3.00		\$375.00	\$18.75	\$393.75
11	Old Jail	Roof of inmate Tunnel	Black mastic on HVAC duct	293 sf	\$3.00		\$879.00	\$43.95	\$922.95
12	Old Jail	4th Floor Next to Column by old Cooler	Friable pipe insulation	5 lf	\$14.00		\$70.00	\$3.50	\$73.50
13	Annex	Top of walls in Annex Courtrooms (2nd Floor)	Sprayed-on ceiling texture and scratch coat	270 sf	\$25.00		\$6,750.00	\$337.50	\$7,087.50
14	Annex	Plaster ceiling in 2nd floor lobby	Sprayed-on ceiling texture and scratch coat	477 sf	\$25.00		\$11,925.00	\$596.25	\$12,521.25
15	Jail	4th floor kitchen	pipe insulation	2 lf	\$14.00		\$28.00	\$1.40	\$29.40
16	Jail	1st floor old holding cell	black mastic on ceramic brick	300 sf			\$0.00	\$0.00	\$0.00
17	Jail	4th and 3rd floor	Demo chute to keep schedule with additional ACM scope	2 ea	\$5,000.00	\$10,000.00			\$10,000.00
18	Jail	roof	remove OAS/Smoke exhaust "dog house"	1 ea	\$1,200.00	\$1,200.00			\$1,200.00
19	Jail	roof	See item 6 above Demo contractor removes pipe	1 ea	\$2,000.00	\$2,000.00			\$2,000.00
20	Jail	Jail floors	remove raised pads	4 ea	\$3,000.00	\$12,000.00			\$12,000.00
21	Annex	Old Mechanical Room	remove masonry walls to create more useable office space	1	ea	\$2,000.00			\$2,000.00
22									\$0.00
23									\$0.00
24									\$0.00
25									\$0.00
						\$39,800.00	\$147,820.50	\$7,391.03	\$195,011.53

Base Proposal		Contingency Allowance	
Record Storage	\$47,474.00	\$2,373.95	Agreement was written for \$292, 381.95, however total all line items was \$292,386.95
2nd Floor Annex Demo	\$15,615.00	\$785.75	so this item is reduced \$5 from proposal
PW 14465 - North Jail	\$4,000.00	\$200.00	
PW 14498 - Annex	\$2,000.00	\$100.00	
PW 14499 - South Jail	\$4,000.00	\$200.00	
PW 15601 - lke repair	\$24,260.00	\$1,213.00	
PW 15709 - Asbestos	\$181,105.00	\$9,055.25	
Overall Base Proposal	\$278,454.00	\$13,927.95	\$292,381.95

The estimates above total \$195,011.53. Galveston County contested the cost as excessive and acquired separate pricing on several items in an attempt to keep the cost at a more acceptable level. C&C Demo returned with a proposal to accomplish all of the remaining "additional work" for \$129,000. This proposal was an effort to move the project forward and to cut short the prolonged negotiations. The County Architect and the Construction Manager Agent believe the \$129,000 proposal is in the best interest of all involved and recommend acceptance of that number. Part of the agreement to accept that cost is a reduction in the original proposed time extension that will allow Galveston County to reduce the additional expenses of having the Asbestos Consultant remain on site for an extended time. That time reduction could be as much as \$30,000.

Note that the vast majority of additional cost is associated with Asbestos Abatement. The non-asbestos demolition additional cost were the result of items previously hidden from sight (i.e. raised shower floors exposed by demolition work that are being removed to lower the cost of future concrete topping required to smooth out the floor surface.). The asbestos abatement additional cost items were also the result of finding ACM in places that were covered with hard surfaces. The largest of these added cost were associated with black mastic ACM in cavity walls on the exterior of the 2nd, 3rd, and 4th floors.

Memo Continued

Memo from September 5, 2014 (included for reference)

Asbestos Containing Materials (ACM) have been uncovered as a result of continuing demolition activity on the project. These materials must be removed from the project site in accordance with industry standards and direction from Micro Air of Texas, Inc., the County's environmental consultant.

A cost for the additional work was proposed by the Contractor. I rejected the proposed cost as excessive and issued a directive to the Contractor to perform the work without extending the schedule.

The agreement provides for this action on the County's part and the Contractor has agreed to proceed.

This memo is to inform you of the additional work required and an expected cost.

The proposed cost was \$172,000. My earlier estimates were in the \$20,000 range but since that time more materials have been uncovered. I anticipate the final cost will be less than \$100,000.

Cost for some of the additional work items will be determined by unit cost in the agreement. Other additional work items will be determined on the basis of time and materials expenses.

The following indicates various areas where additional material has been found and areas where regular demolition activity may be sufficient to remove the material. There are some adds and a few deducts.

	Building	Location	ACM	Approx Qty.
1	Annex	1st Floor Mech Room	Black HVAC Duct Mastic	200 sf
2	Old Jail	2nd, 3rd, 4th Floor Perimeter Walls	Black Waterproofing mastic on clay block in cavity	4900 sf
3	Old Jail	1st Floor Mech Room Near North Dock	Black Waterproofing mastic on clay block in cavity	450 sf
4	Old Jail	4th Floor -Kitchen Freezer - Exterior Block	Black Waterproofing mastic on clay block in cavity	496 sf
5	Old Jail	2nd, 3rd, 4th Floor Perimeter Windows	Window Glazing	1617 lf (188 window units)
6	Old Jail	Roof Pipe Insulation	Fittings Only	100 lf (65 fittings) (1500 lf included in original scope of

Memo Continued

				work in specification)
7	Old Jail	1st Floor South End	Black Waterproofing mastic on clay brick wall south end of building	560 sf (included in original scope of work.
8	Annex	1st Floor Containment #2	Plaster & black iron with overspray	442 sf
9	Annex	1st Floor Containment #2	Sprayed-on ceiling texture and scratch coat	524 sf
10	Annex	1st Floor Restrooms	Black mastic on HVAC duct	125 sf
11	Old Jail	Roof of inmate Tunnel	Black mastic/Tar on HVAC duct	
12	Old Jail	4th Floor Next to Column by old Cooler	Friable pipe insulation	5 lf

1. item 1 - material exposed after metal ceiling was removed.
2. item 2 - Asbestos workers are required to move the rubble created by demolition of the 48" tall perimeter masonry wall on the top floors of the old jail. Asbestos workers are required to be paid more than regular demolition workers. The masonry rubble with ACM on it is required to be transported by hazardous materials permit and disposed of in a hazardous material site. The additional work is the variance between regular transport and asbestos material transport.
3. item 3 - Same as item 2
4. item 4 - Same as item 2
5. item 5 - the additional work is to dispose of the windows in one piece including glazing and transite panels rather than separately. The salvage value of the aluminum will be added to the change.
6. item 6 - 1500 lf of roof piping was included in the scope of work for removal. There is only 100 lf necessary to remove, so a credit for the 1400 lf is part of this change.
7. item 7 - Similar to item 2 except that the material must be removed in a containment and sealed for disposal because it is from the "interior" of the building. This item was included in the original scope of work.
8. item 8 - This additional work is to remove ACM overspray on surface uncovered by other demolition work.
9. item 9 - Same as item 8
10. item 10 - Same as item 1

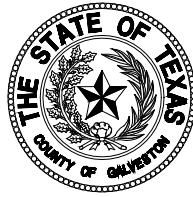
Memo Continued

- 11.item 11 - ACM was discovered on the roof top duct work. Demolition contractor may remove from roof but asbestos workers must dispose of the black mastic material which can be removed at ground level.
- 12.item 12 - additional insulation discovered when pipe chase was opened. Remove utilizing a glove bag.

Dudley Anderson, County Architect

AGENDA ITEM #2.b.

County Architect



MEMO

DateOctober 3, 2013

Addressed to:

Mark Henry..... Galveston County Judge
Tyler Drummond Chief of Staff, Office of the County Judge
Lewis Coleman..... Construction Manager Agent

Project:

Hurricane Ike Repairs - Demolition Old North Jail/Record Storage Facility/Old Courthouse Annex - 711 19th Street Galveston

Summary:

Galveston County was required to obtain a Demolition Permit for the Demolition at the Old North Jail/Record Storage Facility/Old Courthouse Annex - 711 19th Street Galveston from the City of Galveston.

JW Kelso Company, Inc. provided the service to obtain the permit and paid the cost.

This office is requesting Commissioners' Court approve a variance to the existing Purchase Order for an additional \$1,250.03 which includes the \$1,190.50 permit and the \$59.53 (5% as per agreement) charge for reimbursable expenses.

If acceptable we will place this item on the October 15, 2013 agenda.

This additional cost will be distributed among the 6 funding sources for this project.

Dudley Anderson, County Architect

Attachments:
Receipt for Demolition Permit

City of Galveston

823 Rosenberg
Galveston, Texas 77550



Commercial Repair/Remodel Building Permit

Number : **COM2013-00149**

Permit issued : 08-JUL-2013

Applicant	Total Fees :	\$1,190.50
Name: Jw Kelso	Total Payments:	\$1,190.50
Phone: 4097400266	Constr. Value :	\$292,000.00

Parcel Address: 713 19th Street
Galveston, TX 77550

SQ.Footage: 0

Legal Description: ABST 628 PAGE 119 BLK 319 & ABND AVE H BTWN 19TH & 20TH STS GALVESTON

Owner:	Contractor:
Galveston County	J W Kelso Company Inc.
Phone:	Local Lic.: CONT2002-322 State Lic:

Project Description:

This is interior demolition and asbestos abatement in preparation for the future renovation projects - all non-structural -

N/A - No increase in footprint. No change in land use.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified here in or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

SEPARATE permits are required for Electrical, Plumbing, and Mechanical installations. It is a violation of City Code to remove or damage trees located in the City Right-of-Way. No building may be occupied until a Certificate of Occupancy has been issued or an extension has been granted. This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if for a period of six (6) months at any time after work is commenced.

Private contractors are responsible for all debris removal from reconstruction projects. All projects are required to have an appropriate trash receptacle (dumpster, trailer, etc.) to remove debris from the respective site. Please note, trash receptacles shall not be located within the City right-of-way without prior approval by the City.

.....
(Signature of Contractor, Owner, or Agent)

.....
Date

.....
(Contractor/Owner Printed Name)

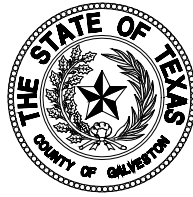
.....
Date

.....
(Approved by Building Official or Agent)

.....
Date

AGENDA ITEM #2.c.

County Architect



MEMO

DateOctober 3, 2013

Addressed to:

Mark Henry..... Galveston County Judge
Tyler Drummond Chief of Staff, Office of the County Judge
Lewis Coleman..... Construction Manager Agent

Project:

Hurricane Ike Repairs - Demolition Old North Jail/Record Storage Facility/Old
Courthouse Annex - 711 19th Street Galveston

Summary:

We have additional asbestos abatement work on the Record Storage project. This work is necessitated by the discovery of additional Asbestos Containing Materials (ACM) exposed during demolition activity on the project.

The Asbestos Consulting and Testing Service is required to provide additional services to monitor this project until completion.

This office is requesting Commissioners' Court approve a variance to the existing Purchase Order for an additional \$46,330.00.

This portion of the project is funded by FEMA PW15079. The County's matching share should be \$4,633.00.

The abatement portion of the project should be complete before the end of October. The added funds will provide enough money to carry the service through October. Funds that are not spent will revert to the County.

Dudley Anderson, County Architect

Attachments:

Cost Proposal from Micro Air of Texas, Inc. dated September 30, 2013



MICRO AIR OF TEXAS, INC.

P.O. Box 1225
Dickinson, TX 77539
281- 280-9965
281- 280-9847 (fax)

Licensed Asbestos Consultants
Industrial Hygiene Services
Environmental Site Assessments
Indoor Air Quality / Mold / Lead / Radon Testing
Licensed, Accredited Laboratory

September 30, 2013

Dudley Anderson
Galveston County
722 Moody, 6th Floor
Galveston, TX 77550

Re: **Revision #2:** Cost Proposal for Asbestos Consulting and Testing Services for the Galveston County Annex Building and Old North Jail

Dear Mr. Anderson:

Micro Air of Texas, Inc. is pleased to provide revision #2 cost proposal for asbestos consulting and testing services for your review and consideration. This cost proposal includes additional time required by the asbestos abatement contractor to legally abate and dispose of additional quantities of asbestos-containing materials (ACM) located in the Old North Jail, as well as additional quantities of ACM that were identified in the Annex Building. It is our understanding that the abatement contractor and demolition contractor were to provide an updated schedule for the completion of all asbestos abatement; however, we have not received this information. Therefore, Micro Air has based our additional costs on the following information:

- Abatement contractor to complete all work included in the Original Scope of Work for the Old North Jail (1st Floor through 4th Floor and Roof)
- Abatement contractor to complete all removal of black mastic on block on the 4th floor of the Old North Jail (additional SOW)
- Abatement contractor to complete all work included in the Original Scope of Work for the Annex Building
- Abatement contractor to complete the removal of all window glazing and transite panels on the building perimeter located on the 2nd and 3rd floors of the Old North Jail.

It is our understanding that the abatement contractor is required to have the above work completed by no later than October 31, 2013. We further understand that the abatement contractor will be required to re-mobilize to the job site on two separate occasions to complete the removal of black mastic on block from the 2nd and 3rd floors of the Old North Jail. Once this is complete, all known asbestos abatement should be complete. Each mobilization is estimated to require 5 work days to complete.

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Based on the above current information, Micro Air proposes to provide the following services for the indicated costs:

1. **On-site Project Management and Air Monitoring:** Provide Texas licensed Asbestos Project Manager / Air Monitoring personnel who are certified (NIOSH 582) to analyze air samples by Phase Contrast Microscopy (PCM) to provide project oversight and air monitoring and on-site analysis of air samples by PCM throughout all preparation, abatement, cleaning, and final clearance activities on this project. The Project Manager personnel will be responsible for collecting all necessary air samples each day throughout the project, as well as assisting the Asbestos Consultant in enforcing the project specifications. All collected air samples will be analyzed by PCM, with the exception of final clearance air samples, which will be sent to a laboratory and analyzed by TEM.

Our cost is dependent on the amount of time our Project Manager / Air Monitoring personnel would be on-site working, which is dependent upon the amount of time the abatement contractor requires to complete abatement. Additionally, it is assumed that the abatement contractor will work Monday through Friday, 8 hours per work day (excluding holidays). Micro Air has not included any overtime costs in our estimate, as it is not expected. If overtime should become necessary, Micro Air will need to revise our costs accordingly.

Cost: **\$50.00 / hour x 320 hours (est.)= \$16,000**
(up to 8 hours per work shift per Project Manager.)

2. **Individual Asbestos Consultant Services:** These services include investigation, inspection, quantification and delineation of Scope of Work for abatement and demolition, revision of abatement plans and specifications, on-site consulting throughout the project, and all other necessary project co-ordination and meetings with involved personnel.

Cost: **\$85 / hour x 344 hours (est.) = \$29,240**

3. **Polarized Light Microscopy (PLM):** Laboratory analysis of bulk building material samples collected during the course of this project.

Cost: **\$35 / sample x 14 samples (est.) (Immed. TAT) = \$ 490**

Cost: **\$20 / sample x 30 samples (est.) (24 hour TAT) = \$ 600**

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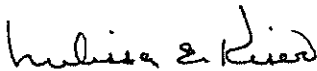
Our estimated cost for provision of additional professional services for this project is as follows:
\$46,330.

Our final cost is dependent on the amount of time our Asbestos Consultant and Project Manager personnel will be on-site working, which is dependent upon the amount of time the abatement contractor requires to complete abatement.

Micro Air's costs are based on the most current information available at the time this proposal was prepared. Micro Air's costs are inclusive of all project-related time, travel, materials, sample analysis, and documentation. Micro Air will bill for all services provided on a monthly basis or at the completion of the project, whichever occurs first. Payment terms are NET 30 days, with unpaid overdue balances accruing interest at the rate of 18% per annum.

Micro Air appreciates having the opportunity of providing this revised cost proposal to Galveston County, and we look forward to completing this project.

Micro Air of Texas, Inc. by:



Melissa E. Kiser, I.H.
Vice President

Accepted by Galveston County by:

Signature

Date

Printed Name

Title